VICTORIA.

SESSION 1923.

REPORT

FROM THE

SELECT COMMITTEE OF THE LEGISLATIVE ASSEMBLY

UPON THE

AUSTRALASIAN TRUSTEES EXECUTORS AND AGENCY COMPANY LIMITED BILL;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE

AND

MINUTES OF EVIDENCE.

By Authority:
ALBERT J. MULLETT, GOVERNMENT PRINTER, MELBOURNE.

14426.

EXTRACTED FROM THE VOTES AND PROCEEDINGS.

TUESDAY, 24TH JULY, 1923.

3. PETITION.—Mr. Snowball presented a petition from The Australasian Trustees, Executors, and Agency Company Limited, praying that the House will give leave to the petitioner to introduce a Bill to confer powers upon the said company in the present Session of Parliament.
   Ordered to lie on the Table.

THURSDAY, 26TH JULY, 1923.

39. AUSTRALASIAN TRUSTEES EXECUTORS AND AGENCY COMPANY LIMITED BILL.—Motion made and question proposed—That he have leave to bring in a Bill to confer powers upon The Australasian Trustees, Executors, and Agency Company Limited (*Mr. Snowball*).
   The Report of the Examiners of Petitions for Private Bills, that the Standing Orders had been fully complied with, having been read—
   Question—put and agreed to.
   Ordered—That Mr. Snowball and Mr. Slater do prepare and bring in the Bill.
   Mr. Snowball then brought up a Bill intituled "*A Bill to confer Powers upon The Australasian Trustees Executors and Agency Company Limited*"; and the said Bill was read a first time.

THURSDAY, 2ND AUGUST, 1923.

2. AUSTRALASIAN TRUSTEES EXECUTORS AND AGENCY COMPANY LIMITED BILL.—Motion made and question proposed—That the Bill to confer powers upon The Australasian Trustees, Executors, and Agency Company Limited be now read a second time (*Mr. Snowball*)—and, after debate—
   Motion made and question—That the debate be now adjourned (*Mr. Bailey*)—put and, after debate, agreed to.
   Ordered—That the debate be adjourned until Thursday next.

THURSDAY, 9TH AUGUST, 1923.

3. AUSTRALASIAN TRUSTEES EXECUTORS AND AGENCY COMPANY LIMITED BILL.—Order read for resuming adjourned debate on question—That this Bill be now read a second time; debate resumed; Bill read a second time.
   Ordered—That the Bill be committed to a Select Committee.

THURSDAY, 23RD AUGUST, 1923.

6. AUSTRALASIAN TRUSTEES EXECUTORS AND AGENCY COMPANY LIMITED BILL.—Motion made and question—That Standing Order No. 1 relating to Private Bills be suspended so as to allow the Select Committee on the Australasian Trustees Executors and Agency Company Limited Bill to consist of seven members (*Mr. Snowball*)—put and agreed to.
   Motion made and question—That the Bill to confer powers upon The Australasian Trustees, Executors, and Agency Company Limited be referred to a Select Committee consisting of Mr. Cain, Mr. Gordon, Mr. McDonald (*Polwarth*), Mr. Slater, Mr. Tunnecliffe, Mr. Weaver, and the Mover, four to form a quorum; and that leave be given to print the evidence taken before such Committee (*Mr. Snowball*)—put and agreed to.

REPORT.

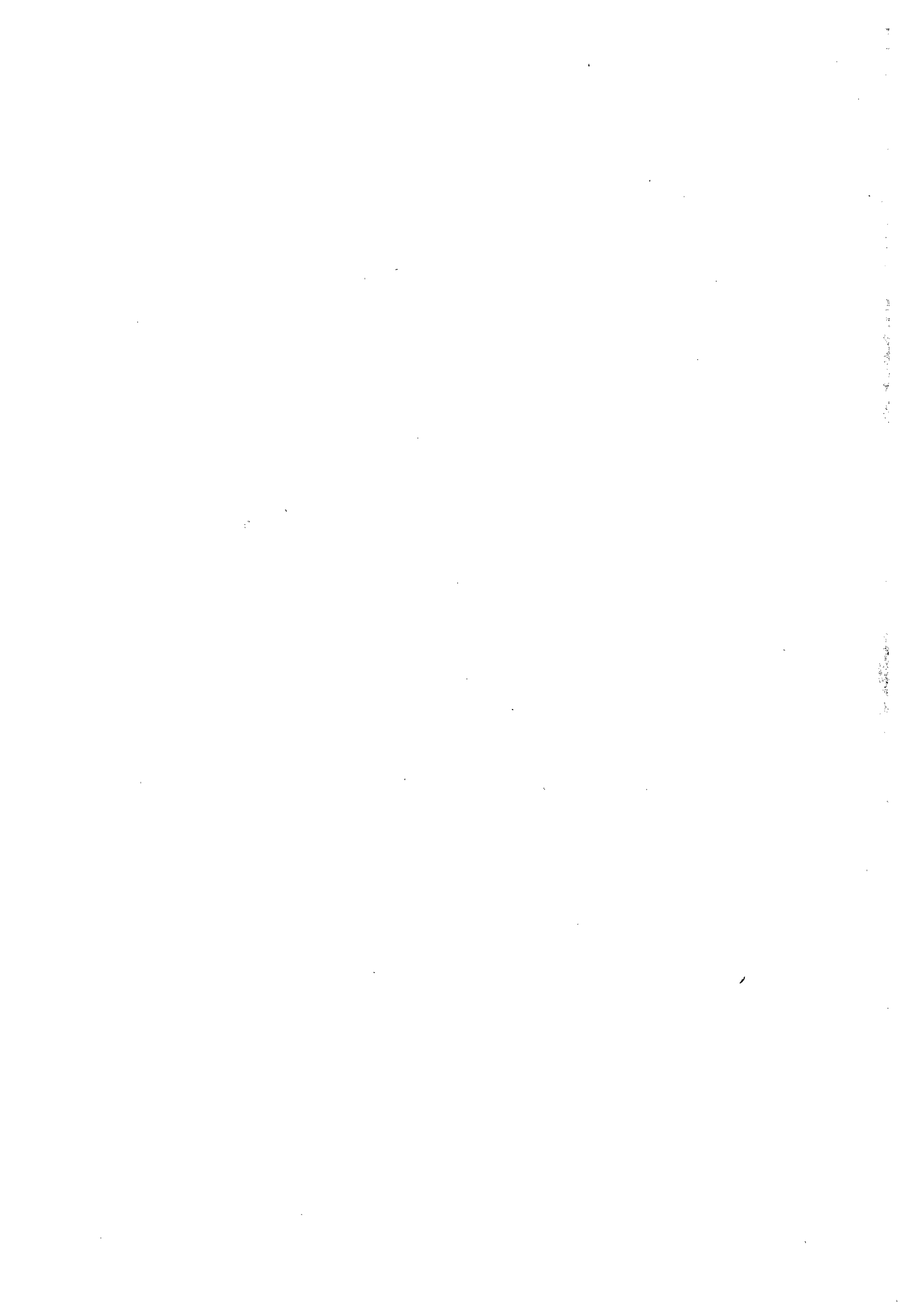
THE SELECT COMMITTEE OF THE LEGISLATIVE ASSEMBLY, to which was referred the "*Bill to confer Powers upon The Australasian Trustees Executors and Agency Company Limited*," have the honour to report as follows:—

1. The Counsel for the Promoter informed your Committee that the Promoter desired to correct an error in the Preamble of the Bill by omitting the word "suitable," in line 4, and inserting in place thereof the word "similar." Your Committee have accordingly amended the Preamble, and have agreed that, as amended, it do stand part of the Bill.

2. Your Committee have gone through the several clauses of the Bill, and have agreed to the same with amendments, and with an amended Title.

3. Your Committee have now the honour to lay before your Honorable House the said Bill as so amended.

Committee-room,
4th September, 1923.



PROCEEDINGS OF THE COMMITTEE.

TUESDAY, 4TH SEPTEMBER, 1923.

Members present:

Mr. Cain,
Mr. Gordon,
Mr. McDonald (*Polwarth*),
Mr. Slater,
Mr. Snowball,
Mr. Weaver.

The Clerk read the extract from the Votes and Proceedings of the 23rd August, 1923, appointing the Committee.

The Declaration required by the second Standing Order relating to Private Bills was signed by the members of the Committee present.

Mr. Snowball was called to the Chair.

The Petition for the Bill was read by the Clerk.

The Appearance of Mr. W. A. Sanderson was read by the Clerk.

Mr. Sanderson appeared as Counsel for the Promoter.

The following documents, previously deposited in the Private Bill Office, were laid before the Committee :—

1. Notice of Intended Application.
2. Agent's Appearance.
3. Bill.
4. Petition for Bill.
5. Declaration of Agent.
6. Memorandum and Articles of Association.
7. Certificate of Incorporation.
8. Notice of Motion for leave to bring Bill in.
9. Notice of Motion for second reading of Bill.
10. Notice of Motion to suspend Standing Order No. 1 to enable the Committee to consist of seven members.
11. Notice for Appointment of Select Committee.
12. Notice of First Meeting of Committee.
13. Filled-up Bill.

The Preamble of the Bill was read by the Clerk.

Mr. Sanderson addressed the Committee in support of the Preamble.

W. Hoadley called and examined by Mr. Sanderson.

Witness examined by the Committee.

Witness withdrew.

Martin O'Meara called and examined by Mr. Sanderson.

The Preamble was amended by omitting the word "suitable," in line 4, and inserting in place thereof the word "similar."

Question—That the Preamble, as amended, has been proved—put and resolved in the affirmative.

Clause 1 read and passed.
Clause 2 read and passed.
Clause 3 read and passed.
Clause 4 read, amended, and passed.
Clause 5 read and passed.
Clause 6 read and passed.
Clause 7 read and passed.
Clause 8 read and passed.
Clause 9 read and passed.
Clause 10 read and passed.
Clause 11 read, amended, and passed.
Clause 12 read, amended, and passed.
Clause 13 read, amended, and passed.
Clause 14 read, amended, and passed.
Clause 15 read, amended, and passed.
Clause 16 read, amended, and passed.
Clause 17 read and passed.
Clause 18 read, amended, and passed.
Clause 19 read, amended, and passed.
Clause 20 read and passed.

Clause 21 read and passed.
Clause 22 read and passed.
Clause 23 read and passed.
Clause 24 read and passed.
Clause 25 read, amended, and passed.
Clause 26 omitted.
Clause 27 omitted.
Clause 28 omitted.
Clause 29 read and passed.
Schedule read, amended, and passed.
Title read, amended, and passed.

The Chairman then brought up his Draft Report, which was read, paragraph by paragraph, and adopted.

Ordered—That the Chairman report the Bill with amendments, and with an amended Title, to the House.

Committee adjourned.

MINUTES OF EVIDENCE.

TUESDAY, 4TH SEPTEMBER, 1923.

Members Present:

Mr. SNOWBALL, in the Chair;

Mr. Cain
Mr. Gordon
Mr. McDonald (*Polwarth*)
Mr. Slater
Mr. Weaver.

Mr. W. A. Sanderson appeared as Counsel for the Company (instructed by Mr. Thwaites as Parliamentary Agent).

The preamble of the Bill was read.

Mr. Sanderson was heard to address the Committee in support of the preamble.

Walter Hoadley, examined.

1. *By the Chairman.*—What is your full name?—Walter Hoadley.

2. I understand you are a merchant in Melbourne?—I am a manufacturer and managing director of Hoadley's Chocolates Limited.

3. *By Mr. Sanderson.*—And are you also a director of other companies?—I am the chairman of directors of the Federal Milk Company, also of the Southern Union General Insurance Company.

4. *By the Chairman.*—And you are one of the directors of this proposed company?—Yes.

5. *By Mr. Sanderson.*—Who are the other directors?—Mr. Nairn, ex-Senator Plain, Mr. Bainbridge, and Mr. Thwaites, of McCay and Thwaites.

6. The company has been incorporated?—Yes.

7. When will it be ready to commence business?—As soon as the charter is granted to the company it will be prepared to commence business.

8. It provides in the Articles of Association for a minimum subscription of 40,000 shares?—Yes.

9. Have any of those been taken up?—They have all been provided for, and we have ample promises that the whole of the 40,000 will be taken up as soon as the Bill is passed by Parliament.

10. *By the Chairman.*—How many shares have actually been applied for?—The full 40,000 have been applied for by the proposed shareholders.

11. Forty thousand have been applied for and allotted?—Yes.

12. *By Mr. Sanderson.*—According to the Articles of Association, on these 40,000 shares there is a liability of 2s. 6d. on application and 2s. 6d. on allotment?—That is so.

13. And the directors have power to call up to the extent of 10s. by half-a-crown calls?—Yes.

14. *By the Chairman.*—At any time, calls not exceeding 2s. 6d. per share?—At the discretion of the directors.

15. At no specific interval?—I think a month's notice has to be given of the additional call.

Mr. Sanderson.—Clause 7 of the Articles of Association says—

> In respect of the shares of the company the directors may at their discretion call up to a sum of 10s. per share at such times and in such amounts as they shall thinks fit, provided that no such call shall exceed the sum of 2s. 6d. per share or be made payable within less time than one calendar month after the making of the last previous call and provided also that fourteen days' notice at least shall be given of each such call.

16. *By Mr. Weaver.*—You are really starting with a paid-up capital of £10,000?

Mr. Sanderson.—Yes, that is so. Then Article 11 says—

> The directors shall observe the restrictions as to allotment contained in section 93 of the Act, and for the purpose of compliance with the section the minimum subscription upon which the directors may proceed to allotment shall be 40,000 shares of the nominal amount of £1 each, payable 2s. 6d. on application, and 2s. 6d. on allotment. The directors shall cause to be made the returns as to the allotments as provided for in section 96 of the Act.

17. *By Mr. Sanderson.*—What is the intention about the issue of the capital?—That 250,000 shares of £1 each shall be the nominal capital of the company, and that 40,000 shares will be subscribed for before the company will go to allotment.

18. What is the intention with regard to the rest of the capital?—To issue the rest of the capital—the rest of the shares—as they are required.

19. *By Mr. Weaver.*—On the public market, or to the present shareholders?—I do not know there is any restriction. The usual procedure would be to allow the present shareholders to take up what they required, and after that they would be offered generally to the public. We recognise the advantage of having a large share-holding public as going towards helping the business of the company. They are more likely to be clients of the company if they are shareholders.

20. *By the Chairman.*—Have you had any experience with other public trustee companies?—No.

21. But you feel there is room and scope for another charter being granted?—Ample room.

22. *By Mr. Slater.*—Have you investigated the question as to the office of public trustee?—I cannot say I have had personal experience of it; but it seems to me the advantage of a public trustee over a private trustee is undoubted. There seems to be no question about the irksomeness—apart altogether from the advisability of having a public trustee instead of a private trustee.

23. That is, as a company or a Government institution?—Yes.

24. Similar to the English and New South Wales practice?—Yes.

25. *By Mr. Cain.*—In the issue of these shares is there any limit as to the number one man can hold?—I think 2,500 is the limit. That is the maximum.

Mr. Sanderson.—I do not think there is any limit imposed by the Bill.

Mr. Slater.—No, but I mean by the Articles of Association.

The witness.—Did not that constitute a variation to the original Bill?

Mr. Sanderson.—No, I do not think there is any limitation. That is a matter that will be discussed later on.

26. *By Mr. Sanderson.*—As a business man, from your experience of business matters, you say a trustee company presents many advantages over an individual trustee?—Yes.

27. In the case of the individual, what are the disadvantages?—The perpetual trust is the outstanding feature with a public trustee. The fact that a company does not die creates a perpetual trust, whereas the private trustee is subject to the mortality we are all subject to. For that reason alone the advantage would be very considerably in favour of the trustee company. Then, again, the fact that the trustee company lays itself out to handle and manage estates necessitates from that very fact that it shall have in its employment an expert staff to do that work. These men become experts at it, their training puts them in a position where they take hold of estates of a varied nature, and by virtue of that varied experience they are able to bring intelligent handling to an estate of almost any description. On the other hand, the private trustee is very often left in the position that he has got to handle a thing he knows nothing about—it is like a man investing his own money in a thing he has never heard of or seen before—and he has to set to work to master the rudiments of it. That seems to be a matter of outstanding advantage with the trustee company over and above a private trustee, and for that reason alone it seems as if a man is wise in putting his estate in the hands of a company that employs just that kind of staff to insure the intelligent handling of the estate after he is gone.

28. And there are other businesses which are mentioned in the preamble to the Bill which the company seeks to perform. In your opinion do the same remarks apply to those?—Yes, I think they do.

29. *By Mr. Slater.*—Do you know if the provisions of this Bill are wider than the charters given to the other companies?

Mr. Sanderson.—I am going to call independent evidence as to that.

The witness.—In one or two instances I think that is so; but they are not serious.

30. *By Mr. Sanderson.*—They are on the same general lines?—That is so.

31. There is another matter under the provisions of the Bill. There is a provision that the company must have £10,000 invested in Government securities?—Yes.

32. And it is to be held by the Treasurer?—Yes.

33. And it cannot get a dispensation on giving a bond in any particular case unless it has that £10,000 so invested, and also has a paid-up capital of £20,000?—That is so.

34. *By Mr. Slater.*—And these provisions will enable the company to operate?—Yes, for all time. The money security behind the company will be lodged permanently with the Government Treasurer.

35. In the preamble to the Bill I see there is a provision giving the company power to act as guardian of a lunatic estate?

Mr. Sanderson.—Yes, it becomes almost one of the duties of a trustee company.

36. *By Mr. Slater.*—To some extent that would take away from the Master-in-Lunacy's right?

Mr. Sanderson.—Yes. I think that is a restricted right there, and by virtue of the State law it would come only as second to the Master-in-Lunacy.

37. *By Mr. Slater.*—But I take it the point there would be that those interested in the estate of a lunatic might apply to the company to take over the administration of the lunatic estate?

Mr. Sanderson.—I do not think any clause in our Bill would supersede the provisions of the Lunacy Act. This would be only in a minor case, where the Master-in-Lunacy's control did not apply, such as the case of where an individual could be appointed as the guardian, with the same power as under all other Acts.

The Chairman.—"Only where so appointed." The Master-in-Lunacy is *ex officio* guardian in every lunatic estate, and until an order of the Court is made taking it out of his hands he remains so. A special order would have to be made. This is merely empowering the company to so act where appointed.

38. *By Mr. Slater.*—Do I take it this merely places the company in the same position as the other companies?

The Chairman.—Yes.

Mr. Cain.—The only difference, as I understand from the Chairman's remarks, is that at present the Master-in-Lunacy administers all these estates.

The Chairman.—Yes, *ex officio*, under the Lunacy Act.

Mr. Cain.—This Bill would then give the parents or relations of the lunatic power to transfer to the company.

The Chairman.—No, to apply to the Court. Immediately on a person becoming a lunatic patient, or otherwise declared lunatic, his or her estate vests in the Master-in-Lunacy. The position then is that individuals may come along to the Court and say, "We wish to be appointed in the place of the Master-in-Lunacy." This merely enables this company to apply to the Court on the application of the persons interested in the estate, and the Court grants the application if it sees fit to appoint this company. The same applies with the other companies. If this is not done, and this provision is not included in the Bill, the company would not have power to apply to the Court.

Mr. Sanderson.—It just gives the same powers to the company as are given to a private individual. It may be convenient to have the company act instead of the private individual.

39. *By Mr. Sanderson.*—There is the question of an administrator being appointed to an estate. Sometimes he has a difficulty in obtaining sureties for the bond he has to enter into?—That is so.

40. Then with regard to the company, that difficulty would disappear?—Yes, by virtue of our permanent deposit with the Crown.

41. *By Mr. Slater.*—You know that is a very real difficulty?—Yes, and sometimes the duties forced on a trustee are not of his seeking at all; but he only finds that out when his friend is gone.

42. I take it you know the risks attaching to the trustee business generally with a private trustee?—Yes, I have had experience, and unless the person is very near to one's self you are not very anxious to take the position, and that is one of the most outstanding cases for the formation of a company such as our own.

The witness withdrew.

Martin O'Meara, examined.

43. *By the Chairman.*—What are you?—Managing clerk to Mr. Thwaites, the agent for the Petitioner in this matter.

44. You are managing clerk to Messrs. McCay and Thwaites, Solicitors?—Yes.

45. *By Mr. Sanderson.*—Your firm prepared this Bill now before the Committee. What Act was it based upon?—An Act passed in 1910 for the Geelong Trustees Company.

46. Do you produce a copy of that Geelong Trustees Act?—Yes.—[*Witness produced document.*]

Mr. Sanderson.—I understand that is the last Act of a similar nature to this Bill that was passed by Parliament.

47. *By Mr. Sanderson.*—In what respects does this present Bill differ from the Geelong Act?—In the first place, it differs in clause 13 from the section 13 of the Geelong Act.

48. That section 13 of the Geelong Act corresponds with the clause 13 of the present Bill?—Yes. About half-way through that clause, in the 31st line, the following words, which appear in the Geelong Act, are omitted—after the words "shall be made by the said company":—"Provided that in case of a trust

involving a sale or realization the capital value of the portion of the estate to be sold or realized shall for the purposes of computing commission thereon be the gross price or sum realized by the said company without prejudice to the right of the company to receive in the first instance commission on such portion of the estate on the basis of the values arrived at under Part V. of the *Administration and Probate Act* 1890 or any statutory modification thereof and any commission then received by the said company shall on sale or realization be decreased or increased accordingly." Then the clause in this Bill goes on the same as in the Geelong Act.

49. Do you know whether that provision is in any of the other Trustee Company Acts?—It is not.

50. This clause in the Bill at present presented is in the same wording as in the Acts of all the other trustee companies, except in this Geelong instance? —Yes.

51. *By Mr. Slater.*—What is the object of that omission?

Mr. Sanderson.—The object of the proviso seems to be to make provision in the case where an estate is taking a long while to realize, and it is a little bit doubtful what the commission will ultimately work out at. There is provision made for the company getting payment in a lump sum, and then an adjustment being made later on.

52. *By Mr. Cain.*—A sort of advance payment?

Mr. Sanderson.—Yes, and we have not thought fit to put it in.

53. *By Mr. McDonald.*—That would not be giving this company an advantage over any other companies?

Mr. Sanderson.—No, it would give them a slight disadvantage. It is not in any other Act except the Geelong Act, and it is because it is there, and we framed our Bill on the Act last passed, that we draw attention to it.

The Chairman.—It cuts both ways. The effect of this amendment would be, if the company in the first instance accepted probate valuation for its commission, and on the realization that valuation was found to be excessive, the company would have to refund to the estate the excess commission charged: but it also says in the event of the actual realization showing a larger value than that estimated for probate purposes the company can charge a larger amount. So it is not necessarily to the detriment of the company.

Mr. Cain.—Only to this extent—that it might defer the payment.

The Chairman.—No, under the law at present the company is entitled, when probate is granted, to charge up its commission at once, taking the probate valuation as the basis, so the company is not at any disadvantage. It is right to recognise that when the Geelong Company's Bill was passed Parliament included in the Bill a proviso that if that basis was found to be excessive afterwards the company was not to be entitled to retain the commission which was charged in anticipation of a better realization than events might prove to be justified, and it says that the company must refund to the estate any excess commission charged.

Mr. Slater.—There is a provision there for application to the Court in the event of excessive payment.

54. *By Mr. Cain.*—What is the date of the Geelong Act?

Mr. Sanderson.—1910.

Mr. Slater.—It says, "But if in any case the Supreme Court, or a Judge thereof, shall be of opinion that such commission is excessive, it shall be competent for such Court or Judge to review and reduce the rate of such commission." There is a protection there.

55. *By Mr. Cain.*—That follows on where that portion of the Geelong section was omitted from this clause?

Mr. Slater.—Yes. That protects the beneficiary.

Mr. Sanderson.—Yes.

The Chairman.—It is throwing the onus of applying to the Court on the beneficiary.

Mr. Weaver.—When a Judge reviews it, it does not seem possible to get back to the original commission charged at the time.

The Chairman.—Yes; I think that provision would entitle the beneficiary to say, "I am going to apply to the Court to have this commission of yours declared excessive." The effect of such an order would be to compel the company to refund the excessive commission charged if the Court decided it was excessive.

Mr. Weaver.—Supposing an estate was left, and it became neglected, and undoubtedly deteriorated before the company cleared it up. It appears to me that then, even with the Judge's decision, he could not go beyond the valuation made at the time the probate valuation was made. It says, " . . . . not exceed in each estate the amount of the published scale of charges of the said company at the time when such estate was committed to the said company."

Mr. Slater.—That could be got over by the words, "the realized capital value of the estate."

Mr. Weaver.—You see that profit comes in after the Judge's decision.

Mr. Sanderson.—It is the scale. The scale is one thing, and the estate realized is another.

Mr. Cain.—But I think Mr. Weaver's point is that at the time the probate of the estate is valued at such an amount. That is what it will be fixed on. He is assuming when realized it does not get up to that amount, and you base your commission on the valuation at the time of the probate.

Mr. Sanderson.—Yes: but suppose the scale of charges should become greater, or they may become less.

Mr. Weaver.—That would not alter the fact of the value of the probate.

Mr. Slater.—I am averse to any provision at this time that would give power to the companies to increase their rates of commission.

Mr. Sanderson.—They cannot. The Act limits that.

Mr. Slater.—The difficulty might be got over by inserting the words, "the realized capital value." That would come in in line 11 of clause 13. That would operate both ways.

Mr. Sanderson.—Yes.

Mr. Slater.—That is, just looking at it cursorily.

Mr. Sanderson.—Yes; I do not think any objection could be taken. That will come up in its proper place. I am prepared to accept that suggestion. That would be instead of "capital value."

Mr. Slater.—It does not damage the company

Mr. Sanderson.—No; it is only what is fair.

The Chairman.—You will be in a difficulty if you do not be careful about that. That would prevent the company charging up any commission until it was realized. You know in some cases it might not realize for twenty years.

Mr. Slater.—Yes; that is a difficulty. That could be got over by the Geelong proviso. It would meet that.

Mr. Sanderson.—Perhaps we will say nothing more at present. I would like time to consider the matter.

56. *By the Chairman.*—Gentlemen, can we not say that the preamble, with the amendment to insert the word "similar" in place of the word "suitable," in line 4, is agreed to?

57. *By Mr. Cain.*—There is just that question on the Lunacy Act that was not quite clear to me. Is it necessary to come to a decision at this stage?

The Chairman.—It is absolutely free from doubt.

Mr. Sanderson.—And it is exactly the same as in the other Acts. Under the Lunacy Act they would have to get an order.

58. *By Mr. Cain.*—It gives the interested parties the choice of either the Master-in-Lunacy or the company?

The Chairman.—Yes, and in addition the Court has to say whether it will admit it or not.

59. *By Mr. Slater.*—May I ask if the preamble is wider than the preambles of the Acts of the other companies?

60. *By Mr. Sanderson.*—You have compared the Geelong Act and the other Acts Is there any difference?—There is no difference.

Mr. Sanderson.—It is the same preamble as in all the other Acts.

The Chairman.—It is moved that the word "suitable" in line 4 of the preamble be omitted and the word "similar" inserted in place thereof.

The preamble was amended by the omission of the word "suitable," in line 4, and the insertion of the word "similar" in place thereof.

Question.—That the preamble, as amended, has been proved—put and resolved in the affirmative.

The Committee then proceeded to consider the clauses of the Bill.

Clause 1.

Mr. Sanderson.—This clause is the same as the sections in the other Acts, and gives the company power to act as executors, and to obtain probate where it is authorized to do so.

Clause 1 was read and passed.

Clause 2.

Mr. Sanderson.—This clause is in a similar position, and gives power to the company to obtain letters of administration and act as administrator on being nominated by the next of kin.

Clause 2 was read and passed.

Clause 3.

Mr. Sanderson.—This appears in all the other Acts, and it enables a person who is entitled to probate to authorize the company to obtain administration with the will annexed.

Clause 3 was read and passed.

Clause 4.

Mr. Sanderson.—There are just verbal amendments needed in this clause, "his or her" in place of "his," and "himself or herself" in place of "himself." Otherwise it is the same as in the other Acts, and enables persons entitled to administration on intestacy to authorize the company to obtain administration.

61. *By Mr. Cain.*—It is not necessary for them to apply to the company?

Mr. Sanderson.—They can do it themselves if they so wish.

Clause 4 was amended by the insertion of the words "or her" after "his," and "or herself" after "himself."

Clause 4, as amended, was read and passed.

Clause 5.

Mr. Sanderson.—This is the same as appears in all the other Acts. It makes it lawful for the Court to act upon affidavit, and gives power to the managing director, acting managing director, manager, or acting manager of the company to make affidavit.

Clause 5 was read and passed.

Clause 6.

Mr. Sanderson.—Clause 6 makes the assets of the company liable for the proper administration of estates, and no bond to administer to be required when the paid-up capital is £20,000, of which £10,000 is invested in Government securities. That is similar to the provision in the other Acts.

62. *By the Chairman.*—You want "h" added in the margin?

Mr. Sanderson.—Yes.

Clause 6 was read and passed.

Clause 7.

Mr. Sanderson.—Clause 7 is the same as in the other Acts, and provides that the company may be appointed trustee, receiver, committee, or guardian under the Lunacy Acts, &c.

Clause 7 was read and passed.

Clause 8.

Mr. Sanderson.—This clause gives the company power to act under power of attorney, and it is the same as in the other Acts.

Clause 8 was read and passed.

Clause 9.

Mr. Sanderson.—This clause is the same as in the other Acts, and allows the company to act as administrator, executor, or trustee when the permanent administrator, executor, or trustee is away out of jurisdiction.

63. *By Mr. Cain.*—A man going away can appoint the company to act in his absence, and when he returns he can take over?

Mr. Sanderson.—Yes.

64. *By Mr. Weaver.*—Under conditions like that what scale of charges do you adopt?

Mr. Sanderson.—The scale of charges would be the same for the work actually done.

65. *By Mr. Weaver.*—Would that be commission on the whole estate?

Mr. Sanderson.—No, only on income, and on any capital realized in the meantime; not upon anything else.

66. *By Mr. Cain.*—You would just act as agent or administrator for the time being?

Mr. Sanderson.—Yes.

Clause 9 was read and passed.

Clause 10.

Mr. Sanderson.—This is a clause that enables a man who is not able to carry on his administration to appoint the company to discharge the duties for him. He then steps out altogether, and the company takes over the administration. The consent of the Supreme Court is required before that can be done. This clause is the same as in the other Acts. The man has to get his proper discharge at the same time.

67. *By Mr. McDonald.*—Is that done by order of the Court?

Mr. Sanderson.—Yes.

68. *By Mr. Cain.*—Is this clause the same as the sections in the other Acts?

Mr. Sanderson.—Yes; it is in the same wording.

Clause 10 was read and passed.

Clause 11.

Mr. Sanderson.—Clause 11 is ancillary to clause 10, and deals with making a motion to the Court and the publication of the advertisement, &c. It is the same as in the other Acts. In the second last line at the bottom of the page the word "of" should be omitted for the purpose of inserting the word "or."

Clause 11 was amended by the omission of the word "of" before "her death," and the insertion of the word "or" in place thereof.

Clause 11, as amended, was read and passed.

Clause 12.

Mr. Sanderson.—This is the same as in the other Acts, and it deals with the officers of the company performing personal duties which the company could not itself perform. It put a responsibility upon the officers, and makes them personally liable. At the same time it preserves the liability of the company as well.

Clause 12 was amended by the omission of the words "or as."

Clause 12, as amended, was read and passed.

Clause 13.

Mr. Sanderson.—In this clause these rates are all uniform, and it is the same as in all the other Acts, except the Geelong Act. I understand that company is not now in existence. All the companies that are in existence are bound by a similar section to this clause 13.

The Chairman.—I do not think it is fair. The tendency is for a company to say, "Oh, well, these assets we value at so much, but the duty officer wants to increase that by £1,000. We will let them go; it will be more commission for us," whereas an executor always very keenly contests the probate officer's valuations on which probate duty is paid. The company has no incentive in that direction. In fact, the incentive is the other way about. It is a benefit to them, but it injures the beneficiary, and it is very hard on him, because it is letting them go at a higher probate valuation than they should. Then the beneficiary realizes when the time comes that the thing was excessively overvalued at the time it was assessed for duty.

Mr. Slater.—I think if the probate valuation was £1,000, and later on the realized value was £2,000, they would take the higher value.

The Chairman.—Yes, they would.

69. *By Mr. Slater.*—What is the position, following that out? If the probate valuation is £1,000, and the realized value is £500, what are they paid commision on?

The Chairman.—Nobody questions it. Under this Bill if it were passed they would be liable to be paid on the assessed value.

70. *By Mr. Slater.*—It does not say that. It says the capital value. By whom is that capital value determined?

The Chairman.—This would be fair in the interests of the beneficiary, but it would not be fair in the interests of the company, because they would have to wait till realization.

The Witness.—Yes; but we thought the embodiment of that position in the Geelong Act, with the amendment of the realized capital value, might accomplish the wishes of the Committee, and protect the beneficiaries and the trustees.

Mr. Sanderson.—I believe in practice the probate valuation is followed.

71. *By Mr. Slater.*—Is that the practice where the probate valuation is £1,000, and the realized value £500?

72. *By Mr. Sanderson.*—Is that the practice of the companies?—I think the position is—the companies charge commission on the income until realization, and on realization on the actual realized values.

The Chairman.—No; they debit it up to capital as soon as it is ascertained.

Mr. Slater.—That is different.

Mr. Sanderson.—The Chairman is a solicitor of large and long experience in this State, and he knows more about it than does counsel or witness. I may say we have considered this matter, and we are agreeable to have the proviso in the Geelong Act inserted in this clause.

73. *By Mr. Slater.*—With the added words, "the realized capital value"?

Mr. Sanderson.—Yes.

Mr. Weaver.—If you are collecting income on that estate, and it has depreciated in value, the company is not justified in collecting commission on the probate valuation.

Mr. Sanderson.—The company is as liable for breach of trust and maladministration as an individual is, and if that class of circumstance arose the company would be before the Court.

Mr. Weaver.—Yes. I am not afraid of the company's just treatment, but if you were collecting commission on income right through, and the estate was only worth half as much, it seems hardly fair you should charge commission on £1,000 when it was worth only £500, considering you were collecting 5 per cent. on income all the time.

Mr. Sanderson.—The company gets its commission on income from year to year.

Mr. Slater.—Yes; but this is a question of *corpus*, and if they ascertain the capital value, basing it on the probate valuation, and debit the estate with commission on that *corpus*, if, say, in five years' time there has been a considerable appreciation in values which they did not receive commission on, it would be to their disadvantage.

The Chairman.—The Geelong Act amendment meets that.

Mr. Slater.—I would like to see the Geelong amendment.

74. *By the Chairman.*—Why did you think it wise to leave that out?—I think it was merely to put us in line with the other companies, seeing the Geelong company was not in existence.

75. *By Mr. Cain.*—Do I understand that is not the last Act?

Mr. Sanderson.—No; the Geelong Act is the last Act.

76. *By Mr. Cain.*—The Ballarat Act was before that?

Mr. Sanderson.—Yes. There has been no Act passed since the Geelong Act.

Mr. Cain.—When that was put in there, there must have been some idea in their minds similar to the idea in the minds of the Committee to-day.

The Chairman.—It was not put in in Committee; it was put in in the House. I was responsible for that being inserted.

Mr. Sanderson.—If that is so, it shows the mature wisdom of the House and the Chairman of the present Committee.

Mr. Slater.—I think we might postpone the consideration of this clause. I would like to look further into it. I am not satisfied.

Resolved: That the consideration of clause 13 be postponed.

Clause 14.

Mr. Sanderson.—This is the same as in the other Acts, and refers to the case of a defaulting company guilty of a breach of trust. It provides such company may be removed from office by the Court, and that the directors, and managers, and other officers be made liable.

Clause 14 was amended by the omission of the word "of" on page 8, 14th line, and the insertion of the word "by" in place thereof.

Clause 14, as amended, was read and passed.

Clause 15.

Mr. Sanderson.—This is the same as in the other Acts, and it gives power to the trustee or other beneficiary to apply to the Court for the company to render accounts, just as the beneficiary may apply to an individual trustee to furnish accounts.

Clause 15 was amended by the omission of the word "or" at the end of the 28th line: and the omission of the word "or," wherever occurring, in the 29th line.

Clause 15, as amended, was read and passed.

Clause 16.

Mr. Sanderson.—This clause gives power to order an audit in any case similar to that in the last clause, and it is the same as in the other Acts.

Clause 16 was amended by the omission of the word "thereon" in the second line and the insertion of the word "thereof" in place thereof.

Clause 16, as amended, was read and passed.

Clause 17.

Mr. Sanderson.—This clause gives power to restrain a voluntary winding-up or disposal of shares by the company unless the interests of the estates committed to its charge are preserved. It is the same as appears in all the other Acts.

Clause 17 was read and passed.

Clause 18.

Mr. Sanderson.—This clause is different to the other Acts, and the witness will tell the Committee in what way it is different.

The Witness.—In the Geelong Act there is a limitation as to the maximum number of shares to be held by one person. That is omitted in the present Bill.

77. *By Mr. Cain.*—There is no limit?—No.

78. What is the limit in the Geelong Act?—Three hundred shares.

Mr. Sanderson.—There is no limitation in this Bill. Mr. Hoadley was under a misapprehension when he said there was. In public companies as a rule there is no limitation to the number of shares to be held. In the other Trustee Companies Acts, starting with that of the Trustees Executors Company, which was formed somewhere at the end of the '70's or the beginning of the '80's, there was a limitation put upon the number of shares to be held by an individual, and that has been repeated in the other Acts; but there seems to be no reason why there should be a limitation. This Act is subject to the provisions of the Companies Act, which are very drastic, and it cannot carry on business outside the duties it is allowed to carry on; it is not there for any speculative purpose. The whole of the capital is used in the business of the company, and there is this provision for £10,000 to be invested in Government securities, also a provision that £20,000 has to be paid up before the company can dispense with the requirements of having to enter into a bond. The shares can never be less than 40,000, and there is an uncalled liability of 10s. on each share, which has to be available on the winding-up. The position is that there is ample security for the estates.

The Chairman.—The Committee would feel that the limitation of shares that may be held by one person is a good principle. It prevents a concentration of the share capital in half-a-dozen hands, thereby reducing the safeguard there would be by the fact of the capital being 250,000 shares. If these all get into the hands of three or four holders what value would that be as a safeguard to the interests of the beneficiaries? I think the Committee would feel that the limitation of not more than 2,000 shares to be held by one holder would be a good one.

Mr. Sanderson.—Might I make a suggestion? If the Committee takes that strong view it is no use my trying to argue to the contrary. The Perpetual Trustees is limited to 500 shares of £5 each, the Union and the Equity are each limited to 1,000 shares at £2 10s. each, and the National to 1,000 shares of £2 each. I would suggest that 2,500 £1 shares would meet the purpose.

79. *By Mr. Weaver.*—What voting power on the board of directors would 2,500 shares carry? What I was trying to get over was to prevent one man having a monopoly.

Mr. Sanderson.—Yes. A director's qualification is 100 shares—100 votes.

80. *By Mr. Weaver.*—What is the minimum amount of votes. The maximum would be 100?

Mr. Sanderson.—The directors have to have a qualification of 100 shares.

Mr. Slater.—I think the point Mr. Weaver is trying to make is that he wants to know what voting power the shares will carry. I share the feelings of the Committee, and share them strongly, in regard to this limitation, because otherwise there is a concentration of both power and capital in the hands of a few individuals and a reduction of security. There is also this aspect: I take it a trustee company has a tremendous power of investing moneys, and a considerable power in the community. I feel that the concentration of that power in the hands of a few individuals would be a dangerous one indeed, and I feel there should be some indication to the Committee of what voting power there would be.

Mr. Weaver.—No doubt they would be very largely influenced and guided in the number of shares they would take up by the amount of voting power.

Mr. Sanderson.—There is the usual provision that with a show of hands each shareholder has one vote; but if there is a ballot it is according to the number of shares.

Mr. Slater.—If there is no limitation they could control the company completely.

The Chairman.—We have another Committee meeting at 2.30 p.m., and as there are one or two amendments to draft, and Mr. Slater desires a clause to stand over for consideration, it might be convenient to adjourn now till 2 o'clock. That will enable Mr. Sanderson to draft his proposed amendments. We might inform Mr. Sanderson now that the Committee desires a limitation of the shareholding maximum to be confined to 2,500.

Mr. Weaver.—I think that is rather large.

Mr. Cain.—I do not think Mr. Hoadley raised any objection to that. He rather thought it was in the Bill.

Mr. Sanderson.—That is so.

The Chairman.—We will now adjourn till 1.45 p.m.

The Chairman.—I propose we should postpone consideration of clause 18, and return to a consideration of clause 13.

Clause 13 further considered.

Mr. Weaver.—Would it not do to put realizable capital? I think it is a pity if we allow an estate to depreciate in value, which is very possible in some cases. They have had to pay on probate valuation.

Mr. Sanderson.—That would be adjusted.

Mr. McDonald.—They would only be paying on the income.

Mr. Slater.—The Chairman indicated, I take it, that the practice of the companies was to determine the capital value of a trust estate in their hands, and to debit the estate with the commission on that capital value then ascertained. My point is this: If in a period of years considerable depreciation takes place in that property the company would be getting a higher rate of commission than the beneficiary at the time of distribution should be called upon to pay.

The Chairman.—This proviso now proposed protects the beneficiary. The effect of that is it makes the company more particular in passing valuations for probate duty.

Mr. Slater.—I do not think the amendment goes that far.

Mr. Sanderson.—I will read the amendment—" Provided that in case of a trust involving a sale or realization "—in some cases the trust does not involve a sale; it is transferred to the beneficiary direct. It does not apply to that—" the capital value of the portion of the estate to be sold or realized shall for the purposes of computing commission thereon be the gross price or sum realized by the said company without prejudice to the right of the company to receive in the first instance commission on such portion of the estate on the basis of the values arrived at under Part V. of the *Administration and Probate Act* 1890 "—that will now be Part VI. of the *Administration and Probate Act* 1915—" or any statutory modification thereof, and any commission then received by the said company shall on sale or realization be decreased or increased accordingly."

The Chairman.—That protects the beneficiary, and was adopted by the House at that time.

Mr. Sanderson.—It is to be the gross price or sum realized without prejudice to the rights of the company in the first instance to receive commission on the probate value, and any commission received by the said company shall, on sale or realization, be decreased or increased accordingly. That seems to make the thing clear.

The Chairman.—That meets it. As a matter of fact, we held up that Geelong Bill, and insisted on that clause going in. It was debated in the House and put in to protect the beneficiary. Where an estate comes in, and the realization of it has to be held off for years, they debit commission and carry it to the company's account. They will only utilize for definite purposes the one-tenth, and they are very particular to take care now that the values are actually existing; if not, they will have to refund commission. In the absence of a clause of that kind the tendency of the company is to say, "Let it go. It is too big a valuation, but do not mind—we will get commission on it." It is a very, very harmful thing. That clause has the effect of obviating that. In clause 2 there is another safeguard—the beneficiary can apply to the Court where he thinks excessive commission has been charged.

Clause 13 was amended by the insertion in the thirty-first line, after the words "shall be made by the said company," of the words—Provided that in case of a trust involving a sale or realization the capital value of the portion of the estate to be sold or realized shall for the purposes of computing commission thereon be the gross price or sum realized by the said company without prejudice to the right of the company to receive in the first instance commission on such portion of the estate on the basis of the values arrived at under Part VI. of the *Administration and Probate Act* 1915 or any statutory modification thereof and any commission then received by the said company shall on sale or realization be decreased or increased accordingly."

Clause 13, as amended, was read and passed.

Clause 18.

Mr. Sanderson.—If the Committee pleases, I propose, as a consequence of what has taken place, that an amendment be inserted that no member shall hold more than 2,500 shares in his own right.

Mr. Cain.—£1 shares.

Mr. Sanderson.—They are the £1 shares.

Mr. Weaver.—It is understood in the Articles of Association that he carry one vote to each share.

Mr. Sanderson.—That is so. I am making it the same amount as in the other companies. The Perpetual has 500 shares at £5 each, the Equity 1,000 at £2 10s. each, the Union 1,000 at £2 10s. each, and the National 1,000 at £2 each.

The Chairman.—We will make this 2,000. That is democratic, and it will not harm you.

Mr. Sanderson.—We would like to have as many substantial people in it as we can.

Mr. Slater.—I should say it should be 2,500, the same as the other companies.

Clause 18 was amended by the insertion, after the words "articles of association" in the 38th line, of the words—"No member shall hold more than 2,500 shares in his own right."

Clause 18, as amended, was read and passed.

Clause 19.

Mr. Sanderson.—This is a common clause, and refers to cases where there are unclaimed moneys in the estate. After five years they have to be paid to the Receiver of Revenue; that is, paid into the Treasury.

81. *By Mr. Cain.*—Is that five years in all cases?

Mr. Sanderson.—Yes, it is the very same in all cases.

Clause 19 was amended by the insertion of the word "or" after the word "committee" in the 3rd line of the clause.

Clause 19, as amended, was read and passed.

Clause 20.

Mr. Sanderson.—This enables persons whose money has been paid into the Treasury to apply to the Court within six years, and have it paid out.

Clause 20 was read and passed.

Clause 21.

Clause 21 was read and passed.

Clause 22.

Mr. Sanderson.—This is a machinery clause, the same as in the other Acts.

The Chairman.—This makes not only the company liable, but the managing director and the other directors also personally liable for any breach of trust.

Clause 22 was read and passed.

Clause 23.

Mr. Sanderson.—This is the same as in any other Act, and allows for companies to be formed hereafter.

82. *By Mr. Slater.*—Would this be wide enough. Would this affect the appointment of a public trustee?

Mr. Sanderson.—It does not interfere with the appointment of a public trustee, or anything Parliament in its wisdom thinks fit.

Mr. Weaver.—It seems to be almost unnecessary.

Mr. Sanderson.—There is power given to certain corporations to oppose a private Bill on the ground of the party being a competitor, and it takes away the right of a petition being raised on the mere ground of competition.

Clause 23 was read and passed.

Clause 24.

Mr. Sanderson.—This is the same as in other Acts, and allows each estate to be represented by its own solicitor, and not the company's solicitors.

Mr. Weaver.—But they would have to pay them in addition.

Mr. Sanderson.—No.

83. *By Mr. Slater.*—Is this the same provision as those contained in previous Acts?

Mr. Sanderson.—Yes, the very same.

Clause 24 was read and passed.

Clause 25.

Mr. Sanderson.—I will ask the witness to explain this. There is an alteration.

The Witness.—The last part of clause 25 was not in the Geelong Act, or any of the others. It represents that this Act shall not be construed to restrict the business of the said company to the matters hereby expressly authorized.

84. *By Mr. Weaver.*—What other business do they have?

Mr. Sanderson.—I think those words are unnecessary to begin with, and may cause trouble to end with. I think it would be better to leave them out and have it the same as in other Acts. I think it is sufficient protection.

Mr. Slater.—I think it is advisable to eliminate those words.

Clause 25 was amended by the omission of all the words after "incorporation of the said company."

Clause 25, as amended, was read and passed.

Clauses 26-28.

Mr. Sanderson.—Clauses 26, 27, and 28 are new clauses, not appearing in any of the other legislation with respect to any particular company. The witness will explain they are not in the Geelong Act.

The Witness.—They are not in the Geelong Act.

Mr. Sanderson.—I would like to be allowed to speak on the three clauses. The power to amalgamate with other companies is an ordinary company power that is in many memoranda of association. At the time when the other Trustee Acts were passed I do not think it was usual to include them. Whilst none of the individual trustee companies except the Union Company have anything in their special Acts dealing with that, yet in the Act dealing with the Union Company an amalgamation was carried out. There were four companies, the Union Company, the Colonial Permanent Company, the Australasian Natives Company, and the Guardian Trustee Company, and they all had special Acts of Parliament in similar terms to the present Bill regulating their affairs; and it was found for prudent purposes, no doubt, an amalgamation was desirable, and there was a special Act of Parliament passed, Act No. 999, which is in the Sixth Volume of the Private Acts of the 1890 Statutes, page 725. That was an Act to facilitate the amalgamation of those companies, and clause 2 reads—

> "Notwithstanding anything contained in *The Companies Act* 1864 and the Statutes amending the same or any general or special statute heretofore passed in any way affecting the Union Trustees Executors and Administrators Company Limited, the Colonial Permanent Trustee Executor and Agency Company Limited, the Australasian Natives Trustees Executors and Agency Company Limited and the Guardian Trustees and Executors Company Limited, and notwithstanding anything contained in or any omission from the memorandum or Articles of Association of any of the said companies it shall be lawful for any of the said companies to unite and amalgamate with any or all of the other of the said companies upon such terms . . ." &c.

The provisions of this Act are somewhat similar to the three clauses proposed in this Bill. It is only a power given to the company in case an occasion should arise for such amalgamation in the future, and it is only a power to unite with a company having similar powers, and that would be only to unite with another trustee company which was authorized by Parliament to amalgamate. Nothing could be done under these clauses until Parliament had an opportunity of considering the matter and considering the company with whom it was deemed advisable to amalgamate.

85. *By Mr. Slater.*—How would Parliament have that opportunity? This amalgamation could be effected without the consideration of Parliament.

Mr. Sanderson.—It could only be effected by the company Parliament gave power to amalgamate with. It gives the power and nothing else, and the company itself could not do anything unless Parliament were to give it that power.

86. *By Mr. Weaver.*—What would be the object of amalgamating—to form a combine?

Mr. Slater.—The point would be this: They could very effectively combine. There would certainly be efficiency in administration, and it would be a particularly fine asset the shareholders would have, because they might issue bonus shares.

Mr. Sanderson.—I might point out there is provision in an Act already passed giving the Court power to restrain a sale. It appears in clause 17 of this Bill.

Mr. Slater.—That is in regard to a voluntary winding-up.

Mr. Sanderson.—Yes, and also to the sale of property.

Mr. Slater.—I think that it would be consequent on the voluntary winding-up.

Mr. Sanderson.—There are two ways in which an amalgamation is usually carried out. One by voluntary winding-up, the other by a sale of assets to——

The Chairman.—Speaking for myself, I think those clauses had better be left out. I do not think this Committee would be prepared to grant such wide powers. Parliament would have no power to review, and it might be proposed to amalgamate this company with a company that had not sufficient safeguards to protect the interests of the shareholders. It might be a thing Parliament never contemplated.

Mr. Sanderson.—Under the Union Company's Act there was power given to these companies to amalgamate. The Act itself did not carry out the amalgamation: it gave the power of amalgamation.

The Chairman.—They came before the House, and the House considered whether these companies were in themselves suitable.

Mr. Slater.—The question of protection might be highly detrimental to the beneficiaries.

Mr. Sanderson.—Section 3 of that Union Company's Act says:—"In order to carry into effect any such union or amalgamation as mentioned in section 2 either of the following courses may be adopted:—

> (*a*) The rights, powers, capacities, authorities, duties, liabilities, and obligations as executor, trustee, receiver, committee, or guardian, guarantee or surety of all the uniting or amalgamating companies to one may be transferred to that one by the other of such companies, and the name of the company to which the transfer is made may be thereby altered in such manner as may have been provided in the agreement for union or amalgamation, and such name as altered shall be registered under *The Companies Statute* 1864.
>
> (*b*) The rights, powers, capacities, duties, authorities, liabilities, and obligations of the aforesaid of all the uniting or amalgamating companies may be transferred by them to a company to be incorporated under *The Companies Statute* 1864 for the purpose of taking over the same."

Then it provides that the amalgamated companies shall be subject to the same conditions as under the original Acts. That is no more than what we claim here.

The Chairman.—Yes, it is. You claim here that this company should be at liberty to amalgamate with any other company possessing all or any of such powers as are given by this Bill to this company of yours.

Mr. Sanderson.—Yes, but then that other company could not amalgamate with us unless it had the power given by Act of Parliament to amalgamate.

The Chairman.—Not to amalgamate, because only one company has that power to amalgamate.

Mr. Sanderson.—Yes, at present. It gives that power, and it renders unnecessary our coming to Parliament again for the power.

Mr. McDonald.—Clause 28 gives it the power without coming to Parliament.

87. *By Mr. Cain.*—You contend now you have not the power to amalgamate with those companies, because they have not got the privileges you are asking for in this last clause?

Mr. Sanderson.—No.

Mr. Cain.—That being so, if you desired to amalgamate you could all come here and get the power; whereas, now, even if we gave you this power the others would still have to come here.

Mr. Sanderson.—Yes, they would, and I am pointing that out. There would be a certain safeguard in that. All we are asking for is the power. It could not operate unless the other people were given power to unite with us.

88. *By Mr. Slater.*—That is so, and there is only one company that has that power at present—the Union?

Mr. Sanderson.—Yes.

The Chairman.—You might have a pastoral company having in its Articles of Association power to act as attorney under power alone, and because of that one power such as is given to you here being given to that other company you could amalgamate with them.

Mr. Sanderson.—Conceivably. It is a highly debatable matter, and seeing the view of the Committee in this matter I will withdraw the clauses.

Mr. Slater.—I think that is wise.

The Chairman.—I think it is the general feeling of the Committee that these clauses should be struck out.

Clauses 26, 27, and 28 were omitted.

Clause 29.

89. *By the Chairman.*—That is the correct name of the company shown in that clause?

Mr. Sanderson.—Yes.

90. *By Mr. Slater.*—Is there any possibility of confusion of names?

Mr. Sanderson.—They all have that Trustees Executors and Agency Company in their names.

91. *By Mr. Slater.*—There is no similar name?

Mr. Sanderson.—There is the Trustees Company, without anything before it. There is the National Company, the Perpetual Company, the Union Company, the Equity Company, the Ballarat and Bendigo and Sandhurst Company, and the Northern Farmers' Company, &c.

92. *By Mr. Cain.*—There is no "Australian" or "Australasian" company?

Mr. Sanderson.—No. Of course, I may also remind you the Registrar-General would see there was no similarity of names. This company has been incorporated, and they have to see to that under the Companies Act.

Clause 29 was read and passed.

The Chairman.—Now there is the Schedule.

Mr. Sanderson.—It is in the same form as in every Act. It is the return required under clause 22.

The Schedule to the Bill was amended by the insertion of the words "Australasian Trustees, Executors, and Agency Company" before the word "Limited."

The Schedule, as amended, was read and passed.

The title was amended by the omission of the words "An Act" and the insertion of the words "A Bill" in place thereof.

The title, as amended, was read and passed.

The witness withdrew.

Adjourned.

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